THE STATE OF TEXAS

COUNTY OF COLLIN

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF COLLIN AND THE PROSPER COMMUNITY LIBRARY

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the **"COUNTY"** and the Prosper Community Library; hereinafter referred to as the **"LIBRARY".**

II.

The **COUNTY** and **LIBRARY** agree as follows:

The **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County.

The **LIBRARY** is a City Council created entity established for administering and providing library services for the general public in Collin County, Texas.

The undersigned officers or agents of the **COUNTY** and the **LIBRARY** are properly authorized officials and agents and each has the necessary authority to execute this contract on behalf of said agent's principal and that any necessary resolutions or orders extending said authority have been duly passed and are now in full force and effect.

The **COUNTY** agrees to fund the **LIBRARY** in the amount of $17,109.61 for the 2011 fiscal year (October 2010 through September 2011) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **LIBRARY** will provide the following services to the citizens of Collin County for the year of 2011:

> The **LIBRARY** shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county.
>
> The **LIBRARY** shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **LIBRARY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

All funds provided to the **LIBRARY** by the **COUNTY** shall be used solely for library services to the public.

The **LIBRARY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures and shall permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

Further, the **LIBRARY** agrees to submit to audits by the County Auditor in accordance with the directions of said official.

The **LIBRARY** shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the **LIBRARY**, the **COUNTY** agrees to pay to the **LIBRARY** for the full performance of this agreement: the sum of $4,277.40 on a quarterly basis. The **LIBRARY** understands and agrees that payment by the **COUNTY** to the **LIBRARY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed herby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The **LIBRARY** is not given authority by this contract to place the **COUNTY** under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the **COUNTY** for the purpose of incurring liability. The **LIBRARY** does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the **COUNTY.**

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

EXECUTED in duplicate originals this, the 13th day of December, 2010.

BY: _____
The County Judge of Collin County, Texas

BY: _____
The Authorized Representative of
The Prosper Community Library

9/17/10
Date